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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Weaver
Interim Commissioner

Patricia M. Tilley
Director

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May 1, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Retroactive, Sole Source** amendment to an existing contract with Bi-State Primary Care Association, Inc. (VC #166695), Bow, NH to continue expanding the workforce of Community Health Workers and embed them within the statewide network of Community Health Centers, and to expand services to include enhancements to the Health Center's data system infrastructure, by exercising a contract renewal option by increasing the price limitation by $983,032 from $5,570,000 to $6,553,032, and extending the contract completion date from June 30, 2023 to June 30, 2024, effective retroactive to July 1, 2022, upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on November 10, 2021, item #16B and most recently amended with Governor and Council approval on June 15, 2022, item #29.

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because the Department determined the Contractor needed immediately to begin enhancements to the Community Health Center data system infrastructure to implement and ensure interoperability with the NH Immunization Information System (NHIIS), including HL7 messaging. The funding source, DHHS ARPA TO CFR, CARES funding became unavailable as of State Fiscal Year 2023. The Department required more time than anticipated to identify an alternative appropriate funding source for these complex services, determine the additional amount of funding needed, and finalize the terms of the amendment. This request is **Sole Source** because MOP 150 requires all amendments to agreements previously approved as sole source to be identified as sole source.

The purpose of this request is to expand the scope of services to enhance the Community Health Center data system infrastructure to implement and ensure interoperability with the NH Immunization Information System, including HL7 messaging. Additionally, the Community Health Workers will continue to facilitate access to mental health services, healthcare, substance use disorder support, financial and budgeting assistance, food programs, COVID-19 testing, vaccinations, and other resources related to social determinants of health for families.

The Department will continue monitoring services by ensuring the Contractor:

- Submits quarterly reports that track efforts, successes, and challenges by Community Health Centers by region.
- Achieves an overall 25% increase of coordination of services across the Community Health Centers.

The Contractor will also continue to expand the workforce of Community Health Workers and embed them within the statewide network of Community Health Centers and provide culturally and linguistically appropriate services to individuals and families to address social determinants of health.

As referenced in Exhibit A of the original agreement, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the two (2) years available.

Should the Governor and Council not authorize this request, the Contractor will not receive compensation for the crucial work completed thus far, providers will not be reimbursed for implementing HL7 messaging, and the Department will face delays in migrating Community Health Centers to HL7 messaging, resulting in delayed data entry into the NH Immunization Information System.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.268, FAIN # NH23IP922595.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET
Expanding COVID-19 Health Equity and Infrastructure Health Centers

Vendor Name: Bi-State Primary Care Association, Inc. **Vendor #: 166695**

05-95-90-901010-5771 HEALTH AND HUMAN SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, PUBLIC HEALTH SYSTEMS, POLICY AND PERFORMANCE, PH COVID-19 HEALTH DISPARITIES

100% Federal Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Program Services	90577100	$910,000.00	$0.00	$910,000.00
2023	102-500731	Contracts for Program Services	90577100	$910,000.00	$0.00	$910,000.00
			Sub Total	***$1,820,000.00***	***$0.00***	***$1,820,000.00***

05-95-94-940010-2465 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, ARPA DHHS FISCAL RECOVERY FUNDS

100% Federal Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Program Services	00FRF602PH9540A	$0.00	$0.00	$0.00
2023	102-500731	Contracts for Program Services	00FRF602PH9540A	$1,910,912.00	$0.00	$1,910,912.00
			Sub Total	***$1,910,912.00***	***$0.00***	***$1,910,912.00***

05-95-95-950010-1992 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: COMMISSIONERS OFFICE, OFFICE OF THE COMMISSIONER, DHHS ARPA TO CRF

100% Federal Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Program Services	90199250	$1,839,088.00	($1,266,968.00)	$572,120.00
			Sub Total	***$1,839,088.00***	($1,266,968.00)	***$572,120.00***

05-95-90-902510-1956 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: PUBLIC HEALTH DIV, BUREAU OF INFECTIOUS DISEASE CONTROL, IMMUNIZATION-COVID-19

100% Federal Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Program Services	90023210	$0.00	$0.00	$0.00
2023	102-500731	Contracts for Program Services	90023210	$0.00	$1,000,000.00	$1,000,000.00
2024	102-500731	Contracts for Program Services	90023210	$0.00	$1,250,000.00	$1,250,000.00
			Sub Total	***$0.00***	***$2,250,000.00***	***$2,250,000.00***
			Total	**$5,570,000.00**	**$983,032.00**	**$6,553,032.00**

State of New Hampshire
Department of Health and Human Services
Amendment # 2

This Amendment to the Expanding COVID-19 Health Equity and Program Infrastructure in Community Health Centers contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Bi-State Primary Care Association, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 10, 2021, (Item #16B), as amended on June 15, 2022, (Item #29), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Agreement Provisions, Paragraph 1, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.6, Account Number, to read:

   05-95-90-901010-5771

   05-95-90-9410010-2465

   05-95-95-950010-1992

   05-95-90-902510-1956

2. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2024

3. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $6,553,032

4. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

5. Modify Exhibit B, Scope of Services, Paragraph 2.3.1. to read:

   2.3.1. Clinical and/or administrative staff resources to ensure timely:

   2.3.1.1. Access to vaccinations.

   2.3.1.2. Documentation of vaccinations in the NH Immunization Information System (NHIIS).

   2.3.1.3. NHIIS reconciliation of vaccine inventory.

6. Modify Exhibit B, Scope of Services, by adding Subsection 3.8 to read:

   3.8. **Statement of Work – NHIIS Integration/HL7 Messaging**

   3.8.1. The Contractor must, in collaboration with the Department, oversee the Community Health Centers expansion of their organizational data system infrastructure to implement the New Hampshire Immunization Information Systems (NHIIS), which includes developing and implementing successful pathways for HL7 messaging.

The Contractor must work with Community Health Centers to:

3.8.1.1. Designate a team lead within 30 days of contract approval to ensure that proper resources are assigned for timely reporting to NHIIS for the purposes of documenting vaccine administration and reconciling vaccine inventory.

3.8.1.2. Adhere to the Department's NHIIS HL7 Onboarding Plan, which is attached hereto as Exhibit B-1, NHIIS HL7 Onboarding – Amendment # 2 and incorporated by reference herein.

3.8.1.3. Initiate "Step 1- Onboarding Preparation" of the Department's NHIIS HL7 Onboarding Plan within 60 days of approval of this Agreement by the Governor and Executive Council or 60 days of date of the enactment of agreement with Community Health Centers.

3.8.1.4. Demonstrate timely active progression of NHIIS HL7 Onboarding to subsequent phases per Department guidance.

3.8.1.5. Maintain communication between NHIIS, electronic medical records (EMR) vendor(s) and vaccine managers.

3.8.1.6. Conduct monthly calls when entering testing phase and participate in all interface calls with the NHIIS and EMR vendor(s) to facilitate the onboarding process and provide status updates.

3.8.1.7. Promote use of NHIIS internally and externally with other vaccine stakeholders.

3.8.1.8. Utilize and leverage data systems, including the NHIIS, to identify areas of low vaccination uptake in order to focus efforts to promote vaccination and reduce barriers to receipt of vaccination.

3.8.1.9. Ensure that Community Health Centers not previously in NHIIS HL7 Testing phase, enter into the NHIIS HL7 Testing phase by June 30, 2024.

7. Modify Exhibit B, Scope of Services, Section 4 - Work Plan, by adding Subsection 4.3. to read:

4.3. Within thirty (30) days of Agreement effective date, the Contractor must provide the Department with a Work Plan for Section 2 – Statement of Work, COVID-19 Vaccines and Section 3 – Statement of Work, NHIIS Integration/HL7 Messaging COVID-19 and Section 4 – Statement of Work, COVID-19 – Community Health Workers for Year Three (3) of the Contract period.

4.3.1. The Contractor must expand upon work plans previously submitted for Year One (1) and Year Two (2) to demonstrate progression of activities funded by this Agreement.

4.3.2. Year Three (3) work plans shall include, but are not limited to:

4.3.2.1. Baseline and target numbers of individuals vaccinated.

4.3.2.2. Detailed strategy and/or plans to meet each Contract requirement and deliverable.

4.3.2.3. Estimated timeline(s).

4.3.2.4. Quality improvement strategies.

4.3.2.5. Communications and outreach activities.

4.3.2.6. Planned activities for increasing vaccine confidence.

4.3.2.7. Planned activities for increasing COVID-19 vaccination access and uptake.

4.3.3. Year Three (3) work plans must include SMART (Specific, Measurable, Attainable, Realistic, and Time-Bound) objectives for:

4.3.3.1. Communications and outreach activities.

4.3.3.2. Planned activities for increasing vaccine confidence.

4.3.3.3. Planned activities for increasing COVID-19 vaccination access and uptake.

4.3.3.4. Planned activities for establishing NHIIS HL7 connection.

6. Modify Exhibit B, Scope of Services, Section 6, Reporting Requirements, Paragraph 6.1.2., to read:

6.1.2. Efforts, successes, and challenges experienced with local community based organizations and stakeholders to address vaccine misinformation, increase vaccine confidence, and promote vaccine awareness and uptake of COVID-19.

7. Modify Exhibit B, Scope of Services, Section 6, Reporting Requirements, Paragraph 6.1.8., by adding Subparagraph 6.1.8.4., to read:

6.1.8.4. Under five (5) years old.

8. Modify Exhibit B, Scope of Services, Section 6, Reporting Requirements, Paragraph 6.1.9., by adding Subparagraph 6.1.9.4., to read:

6.1.9.4. Under five (5) years old.

9. Modify Exhibit B, Scope of Services, Section 6, Reporting Requirements, Subsection 6.1., by adding Paragraphs 6.1.10. and 6.1.11. to read:

6.1.10. COVID-19 communication and education activities, including among underserved and racial and ethnic minority populations.

6.1.11. Number and percentage of individuals who were administered COVID-19 vaccination within the reporting period disaggregated by the following age ranges:

6.1.11.1. Under five (5) years old.

6.1.11.2. 5-11 years old.

6.1.11.3. 12-17 years old.

6.1.11.4. 18 years and older.

10. Modify Exhibit B, Scope of Services, Section 6, Reporting Requirements, Subsection 6.3., to read:

6.3. The Contractor must provide a comprehensive annual report for Section 2 – Statement of Work, COVID-19 Vaccines, Section 3 – Statement of Work, COVID-19 – Community Health Workers, and Section 4 – Statement of Work, NHIIS Integration/HL7 Messaging, by June 30th of each Contract year. The annual report must summarize:

6.3.1. Participation.

6.3.2. Outcomes.

6.3.3. Challenges.

6.3.4. Strengths.

6.3.5. Identified needs for the upcoming Contract year.

11. Modify Exhibit B, Scope of Services, Section 6, Reporting Requirements, by adding Subsection 6.5.,

to read:

6.5. The Contractor must submit quarterly reports for each Community Health Center for Subsection 3.8. – Statement of Work, NHIIS Integration/HL7 Messaging, which include, but are not limited to:

6.5.1. Description of activities performed, resulting impacts individuals and families served, and other outcomes.

6.5.2. Efforts, successes, and challenges experienced with integrating NHIIS and establishing HL7 messaging.

6.5.3. Potential solutions to address barriers and challenges to establishing HL7 Messaging over the past quarter.

12. Modify Exhibit B, Scope of Services, Section 7, Performance Measures, by adding Subsections 7.5. and 7.6., to read:

7.5. The Contractor must ensure that at least 50% of Community Health Centers not previously in NHIIS HL7 Testing phase have entered into the NHIIS HL7 Testing phase by Sept 30, 2023.

7.6. The Contractor must ensure that at least 40% Community Health Centers have completed the NHIIS HL7 Testing phase and have entered Production by June 30, 2024.

13. Add Exhibit B-1, NHIIS HL7 Onboarding – Amendment # 2, which is attached hereto and incorporated by reference herein.

14. Modify Exhibit C, Payment Terms, Section 1, to read:

1. This Agreement is funded by 100% Federal Funds:

1.1. 28% from the Public Health COVID-19 Health Disparities funds, as awarded on May 27, 2021, by the Centers for Disease Control and Prevention, Assistance Listing # 93.391, FAIN # NH75OT000031.

1.2. 29% from the ARPA DHHS Fiscal Recovery Fund, Assistance Listing # 21.027, FAIN # 4516DRNHP00000001.

1.3. 9% from the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123) as awarded on December 17, 2021 by the Centers for Disease Control and Prevention, Assistance Listing # 21.019, FAIN # SLRFP1747.

1.4. 34% from the Centers for Disease Control and Prevention, as awarded on January 15, 2021 by the Centers for Disease Control and Prevention, Assistance Listing # 93.268, FAIN # NH23IP922595.

15. Modify Exhibit C, Payment Terms, Section 3, to read:

3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1, Budget through Exhibit C-4, Budget – Amendment # 2.

16. Modify Exhibit C, Payment Terms, Section 4, to read:

4. The Contractor shall submit an invoice and supporting documents to the Department by the fifteenth (15th) working day of the following month. The Contractor shall:

4.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.

4.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.

4.3. Provide supporting documentation of allowable costs that may include, but is not limited

to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

4.4. Ensure the invoice is completed, dated, and returned to the Department with supporting documentation for authorized expenses, in order to initiate payment.

17. Modify Exhibit C-2, Budget (SFY 2022) by replacing it in its entirety with Exhibit C-2, Budget (SFY 2022) – Amendment # 2, which is attached hereto and incorporated by reference herein.
18. Add Exhibit C-3, Budget (SFY 2023) – Amendment # 2, which is attached hereto and incorporated by reference herein.
19. Add Exhibit C-4, Budget (SFY 2024) – Amendment # 2, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to July 1, 2022, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/1/2023
Date

DocuSigned by:
Patricia M. Tilley
Name: Patricia M. Tilley
Title: Director

Bi-State Primary Care Association

4/27/2023
Date

DocuSigned by:
Georgia Maheras
Name: Georgia Maheras
Title: SVP, Policy and Strategy

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/2/2023
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services
Expanding COVID-19 Health Equity and Program Infrastructure in Community Health Centers

EXHIBIT B-1, NHIIS HL7 Onboarding – Amendment # 2

1. Step 1 – Onboarding Preparation

1.1. Before starting the onboarding process to establish an HL7 interface with NHIIS, the Contractor must review the following NHIIS documentation. The Contractor must complete all HL7 message conformance testing prior to contacting the NHIIS team. Conformance testing provides confirmation that the provider's EHR system is capable of sending properly formatted HL7 messages. Instructions for NHIIS conformance testing are included below.

1.2. The NHIIS HL7 2.5.1 Release 1.5 Local Delta Implementation Guide (updated 07/30/2021) details all areas where NHIIS deviates from or elaborates on the information contained in the national HL7 2.5.1 implementation guidance for reporting patients and immunizations to NHIIS using VXU messaging.

2. Step 2 – Registration

2.1. After reviewing the documents noted in the Onboarding Preparation section, the Contractor must complete the NHIIS HL7 Registration Form.

Please Note: Each clinic location must be added separately on the HL7 registration form. For example: if an organization has 5 (five) locations in NH and wants to establish HL7 connection with each location, the organization must list all 5 (five) locations in the HL7 registration form.

2.2. Once the NHIIS-QA Registration Confirmation Email is received, follow the directions provided in the confirmation email to complete registration.

2.3. **Unidirectional Exchange: VXU Messages**

NHIIS Unidirectional Readiness Checklist

2.4. **Bidirectional Exchange or Query-only: QBP / RSP Messages**

NHIIS Query and Response Readiness Checklist

2.5. After the registration form has been submitted and exercises in the NHIIS onboarding module are complete, NHIIS staff must review the application form and contact the Contractor if any additional information is needed. Once the Contractor's application has been approved, the Contractor will be invited to participate in a kick-off call where additional instructions to begin the testing process will be provided. **Both the Clinic staff and EMR vendor representatives must participate in the call.**

3. Step 3 – Testing

3.1. Following the kick-off call, the Contractor will be provided with the URL and credentials for testing in the NHIIS QA environment. During each level of testing, the **Contractor will be responsible** for monitoring the interface, reviewing message errors, and making corrections as needed. The NHIIS team will likewise review messages for content, errors, and data quality compliance.

3.2. **Unidirectional Exchange: VXU Message Testing**

3.2.1. VXU testing consists of the Contractor sending "live" HL7 messages to the NHIIS QA environment. Testing is used to confirm the interface connection and general message quality. The Contractor must to submit real-time production patient and immunization data from their EHR to the NHIIS QA environment. Acknowledgment (ACK) messages will be returned to the EHR system in response. The Contractor (or their designee) must monitor the ACK messages daily and take action to correct submissions as needed until errors no longer occur.

3.2.1.1. **Step 1** – Confirm that the EHR system can connect with NHIIS and that NHIIS can successfully accept a test message from the EHR.

3.2.1.2. **Step 2** – Validate that messages from the EHR contain required fields and are populated with proper codes.

3.2.1.3. **Step 3** – Assess data quality and message content to ensure that accurate patient and immunization data has been sent.

3.3. Bidirectional Exchange or Query-only: QBP/RSP Messages

3.3.1. The Contractor must actively participate in the QBP/RSP testing process to ensure correct patient match results and confirm that clinical records are properly updated.

3.3.1.1. **Step 1** – Confirm that the EHR system can successfully connect with NHIIS.

3.3.1.2. **Step 2** – Configure and prepare the EHR for testing of query/response with NHIIS.

3.3.1.3. **Step 3** – Test the various workflows for sending and receiving data between the EHR and NHIIS.

3.3.2. Testing for QBP/RSP is typically composed of the following elements:

3.3.2.1. Query from the Contractor EHR (QBP) to NHIIS for a patient of interest.

3.3.2.2. Response (RSP) from NHIIS to the Contractor EHR with a match or match candidates.

3.3.2.3. Update (VXU) from the Contractor EHR to NHIIS with vaccinations administered by the Contractor.

3.3.2.4. Acknowledgement (ACK) from NHIIS to the Contractor EHR that the updates were received.

3.3.3. The Contractor must apply multiple layers of testing:

3.3.3.1. Submit 25-50 records via VXU to query against for a guaranteed response (exact match and forecast).

3.3.3.2. Query using NHIIS engineered test scenarios (multi-match or too many matches).

3.3.3.3. Query NHIIS for real patients receiving vaccinations at the clinic (match/no match, VXU update after vaccination).

3.3.3.4. Before moving into the NHIIS production environment, the Contractor must confirm that they are receiving accurate matches and are successfully completing end-to-end transactions.

Note: Query-only interfaces will not include the VXU reporting components. Query-only interfaces must be able to successfully query for a patient, select a proper match, and then view or consume the resulting immunization history/forecast for the desired patient.

3.4. Legacy Data Loads

3.4.1. For all Contractor interfaces that will have a VXU component, NHIIS will work with the Contractor to secure a legacy data load of all patients and vaccination records in the EHR, in conjunction with moving the interface to the NHIIS production environment. As part of this process, NHIIS staff will perform a preview of the legacy data in the NHIIS QA environment to look for any significant data issues prior to scheduling the load in the NHIIS production environment.

4. Step 4 – Production Approval

4.1. Once all testing requirements have been met satisfactorily, the Contractor will be invited to participate in a go-live call where additional instructions will be provided for connecting with the NHIIS production environment and ongoing interface monitoring requirements.

4.2. **Unidirectional Exchange: VXU Messages**

Onboarding Go-Live Checklist

4.3. **Bidirectional Exchange or Query-only: QBP / RSP Messages**

Query and Response Go-Live Checklist

5. Step 5 – Production: Initial Short-term Monitoring

5.1. Following the go-live call, the Contractor will be provided with the URL and credentials for the NHIIS production environment. The Contractor will confirm that a successful connection has been established and will begin submitting messages to the NHIIS production environment.

5.2. During the initial **four (4)-week** monitoring period, the Contractor and NHIIS team should continue to closely monitor the interface, review message errors, and make corrections as if they are still in the testing phase.

5.3. If major issues are detected, the interface must be sent back to the NHIIS QA environment for further testing, until the issues can be resolved. The legacy data load will also be scheduled during this timeframe.

5.4. If no issues arise during the initial monitoring period, the interface moves to long-term monitoring and maintenance.

6. **Step 6 – Production: Long-term Monitoring and Maintenance**

6.1. Once the Contractor has successfully made the transition to NHIIS Production, they (or their designee) must continue to review the ACK messages to ensure ongoing submission and data quality. Failed submissions or error messages should be corrected and resubmitted to NHIIS.

Exhibit C-2 - Amendment # 2

New Hampshire Department of Health and Human Services

Contractor Name: BI-State Primary Care Association, Inc.

Budget Request for: Expanding COVID-19 Health Equity and Program Infrastructure in Community Health Centers
Project Title

Budget Period: 7/1/22-6/30/2023

Line Item	Total Program Cost			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages - FTE	$ 159,802.00	$ -	$ 159,802.00	$ 159,802.00	$ -	$ 159,802.00
2. Employee Benefits	$ 23,970.00	$ -	$ 23,970.00	$ 23,970.00	$ -	$ 23,970.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 4,174.00	$ -	$ 4,174.00	$ 4,174.00	$ -	$ 4,174.00
6. Travel	$ 560.00	$ -	$ 560.00	$ 560.00	$ -	$ 560.00
7. Occupancy	$ 81,555.00	$ -	$ 81,555.00	$ 81,555.00	$ -	$ 81,555.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 10,000.00	$ -	$ 10,000.00	$ 10,000.00	$ -	$ 10,000.00
Insurance	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 5,000.00	$ -	$ 5,000.00	$ 5,000.00	$ -	$ 5,000.00
12. (1) Subcontracts/Agreements- Health Equity	$ 910,000.00	$ -	$ 910,000.00	$ 910,000.00	$ -	$ 910,000.00
12. (2) Subcontracts/Agreements- ARPA	$ 1,600,000.00	$ -	$ 1,600,000.00	$ 1,600,000.00	$ -	$ 1,600,000.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -
Indirect	$ 20,851.00	$ -	$ 20,851.00	$ 20,851.00	$ -	$ 20,851.00
Meetings	$ 5,000.00	$ -	$ 5,000.00	$ 5,000.00	$ -	$ 5,000.00
	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 2,820,912.00	$ -	$ 2,820,912.00	$ 2,820,912.00	$ -	$ 2,820,912.00

Indirect As A Percent of Direct 0.0%

Contractor Initials DS GM

Date 4/27/2023

Exhibit C-3, Amendment #2, SFY 2023

New Hampshire Department of Health and Human Services

Contractor Name: Bi-State Primary Care Association, Inc.

Budget Request for: Expanding COVID-19 Health Equity and Program Infrastructure in Community Health Centers (COVID-19 Immunization)

Budget Period: 7/1/22-6/30/2023

Line Item	Total Program Cost			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages - FTE	$ 47,172.56	$ -	$ 47,172.56	$ 47,172.56	$ -	$ 47,172.56
2. Employee Benefits	$ 7,075.88	$ -	$ 7,075.88	$ 7,075.88	$ -	$ 7,075.88
3. Consultants	$ 10,000.00	$ -	$ 10,000.00	$ 10,000.00	$ -	$ 10,000.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 834.75	$ -	$ 834.75	$ 834.75	$ -	$ 834.75
6. Travel	$ 7,650.00	$ -	$ 7,650.00	$ 7,650.00	$ -	$ 7,650.00
7. Occupancy	$ 23,993.49	$ -	$ 23,993.49	$ 23,993.49	$ -	$ 23,993.49
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 70,000.00	$ -	$ 70,000.00	$ 70,000.00	$ -	$ 70,000.00
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 819,000.00	$ -	$ 819,000.00	$ 819,000.00	$ -	$ 819,000.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -
Indirect	$ 14,273.32	$ -	$ 14,273.32	$ 14,273.32	$ -	$ 14,273.32
Meetings	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00

Indirect As A Percent of Direct 0.0%

DS
Contractor Initials GM

Date 4/27/2023

Exhibit C-4, Amendment #2, SFY 2024

New Hampshire Department of Health and Human Services

Contractor Name: Bi-State Primary Care Association, Inc.

Budget Request for: Expanding COVID-19 Health Equity and Program Infrastructure in Community Health Centers (COVID-19 Immunization)

Budget Period: 7/1/23-6/30/2024

Line Item	Total Program Cost			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages - FTE	$ 141,712.10	$ -	$ 141,712.10	$ 141,712.10	$ -	$ 141,712.10
2. Employee Benefits	$ 21,256.82	$ -	$ 21,256.82	$ 21,256.82	$ -	$ 21,256.82
3. Consultants	$ 10,000.00	$ -	$ 10,000.00	$ 10,000.00	$ -	$ 10,000.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 6,792.63	$ -	$ 6,792.63	$ 6,792.63	$ -	$ 6,792.63
6. Travel	$ 7,650.00	$ -	$ 7,650.00	$ 7,650.00	$ -	$ 7,650.00
7. Occupancy	$ 29,847.30	$ -	$ 29,847.30	$ 29,847.30	$ -	$ 29,847.30
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 20,000.00	$ -	$ 20,000.00	$ 20,000.00	$ -	$ 20,000.00
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements-	$ 972,000.00	$ -	$ 972,000.00	$ 972,000.00	$ -	$ 972,000.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -
Indirect	$ 40,741.15	$ -	$ 40,741.15	$ 40,741.15	$ -	$ 40,741.15
Meetings	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 1,250,000.00	$ -	$ 1,250,000.00	$ 1,250,000.00	$ -	$ 1,250,000.00
Indirect As A Percent of Direct		0.0%				

Contractor Initials DS GM

Date 4/27/2023

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that BI-STATE PRIMARY CARE ASSOCIATION, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 31, 1986. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **86710**

Certificate Number: **0006216064**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25th day of April A.D. 2023.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, **Daniel A. Bennett**, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of **Bi-State Primary Care Association, Inc.**

2. The following is a true copy of a vote taken at an electronic meeting of the Board of Directors/shareholders, duly called and held by electronic vote as allowed by Bi-State's Bylaws, at which a quorum of the Directors/shareholders were present and voting. This vote occurred on April 26, 2023. The vote authorizes the signature (contract signature date effective 4/26/2023) as described below.

VOTED: That **Georgia J. Maheras, SVP Policy and Strategy** is duly authorized on behalf of **Bi-State Primary Care Association, Inc.** to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 4/26/2023

Signature of Elected Officer
Name: Daniel A. Bennett
Title: Board Vice-Chair

BISTATE-01 PCANTLIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # AGR8150 Clark Insurance One Sundial Ave Suite 302N Manchester, NH 03103	CONTACT NAME: PHONE (A/C, No, Ext): (603) 622-2855 FAX (A/C, No): (603) 622-2854 E-MAIL ADDRESS: info@clarkinsurance.com
INSURED Bi-State Primary Care Association, Inc. 525 Clinton St Bow, NH 03304	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Citizens Ins Co of America — 31534 INSURER B : Allmerica Financial Alliance — 10212 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR			OBVA340840	7/1/2022	7/1/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS			OBVA340840	7/1/2022	7/1/2023	BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	[ ]							$
A	[ ] UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 1,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE			OBVA340840	7/1/2022	7/1/2023	AGGREGATE	$ 1,000,000
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N [ ]	N/A		WKVA340821	7/1/2022	7/1/2023	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of NH
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mariya Ruth

525 Clinton Street
Bow, NH 03304
Voice: 603-228-2830
Fax: 603-228-2464

BI-STATE PRIMARY CARE ASSOCIATION

SERVING VERMONT & NEW HAMPSHIRE

61 Elm Street
Montpelier, VT 05602
Voice: 802-229-0002
Fax: 802-223-2336

www.bistatepca.org

Vision

Healthy individuals, families, and communities with equitable and quality health care for all.

Mission

Advance access to comprehensive primary care services for all, with special emphasis on those most in need in Vermont and New Hampshire.

BerryDunn

BI-STATE PRIMARY CARE ASSOCIATION

SERVING VERMONT & NEW HAMPSHIRE

CONSOLIDATED FINANCIAL STATEMENTS

and

REPORTS IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS* AND THE UNIFORM GUIDANCE

June 30, 2022 and 2021

With Independent Auditor's Reports

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Bi-State Primary Care Association, Inc. and Subsidiary

Report on the Audit of the Consolidated Financial Statements

Opinion

We have audited the accompanying consolidated financial statements of Bi-State Primary Care Association, Inc. and Subsidiary (collectively, the Association), which comprise the consolidated balance sheets as of June 30, 2022 and 2021, and the related consolidated statements of operations and changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Association as of June 30, 2022 and 2021, and the results of their operations, changes in their net assets, and their cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

We conducted our audits in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Association and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with U.S. generally accepted accounting principles, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Association's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Association's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Association's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated September 23, 2022 on our consideration of the Association's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Association's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Association's internal control over financial reporting and compliance.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
September 23, 2022

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Consolidated Balance Sheets

June 30, 2022 and 2021

ASSETS

	2022	2021
Current assets		
Cash and cash equivalents	$ 1,675,159	$ 1,539,885
Grants and other receivables	1,016,104	827,352
Prepaid expenses	46,989	59,181
Total current assets	2,738,252	2,426,418
Investments	1,356,319	1,355,591
Deferred compensation investments	199,679	221,960
Property and equipment, net	487,985	301,630
Total assets	$ 4,782,235	$ 4,305,599

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	$ 433,264	$ 425,806
Accrued salaries and related liabilities	251,377	207,439
Deferred revenue	367,689	157,662
Total current liabilities	1,052,330	790,907
Deferred compensation payable	199,679	221,960
Total liabilities	1,252,009	1,012,867
Net assets		
Without donor restrictions	3,530,226	3,292,732
Total liabilities and net assets	$ 4,782,235	$ 4,305,599

The accompanying notes are an integral part of these consolidated financial statements.

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Consolidated Statements of Operations and Changes in Net Assets

Years Ended June 30, 2022 and 2021

	2022	2021
Operating revenue		
Grant revenue	$ 4,653,564	$ 3,670,330
Dues income	444,836	407,150
Paycheck Protection Program	-	476,000
Other revenue	358,053	264,209
Total operating revenue	5,456,453	4,817,689
Expenses		
Salaries and wages	2,563,706	2,194,037
Employee benefits	526,634	470,811
Subrecipient grant pass-through	1,118,722	603,172
Subcontractors for program services	392,466	434,190
Professional services	82,540	67,879
Occupancy	95,522	80,124
Other	411,630	409,700
Depreciation	30,735	25,331
Total expenses	5,221,955	4,285,244
Operating income	234,498	532,445
Other revenue		
Interest income	2,996	2,623
Total other revenue	2,996	2,623
Excess of revenue over expenses and increase in net assets without donor restrictions	237,494	535,068
Net assets without donor restrictions, beginning of year	3,292,732	2,757,664
Net assets without donor restrictions, end of year	$ 3,530,226	$ 3,292,732

The accompanying notes are an integral part of these consolidated financial statements.

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Consolidated Statements of Cash Flows

Years Ended June 30, 2022 and 2021

	2022	2021
Cash flows from operating activities		
Change in net assets	$ 237,494	$ 535,068
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	30,735	25,331
(Increase) decrease in the following assets:		
Grants and other receivables	(188,752)	(190,189)
Prepaid expenses	12,192	(13,261)
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	7,458	248,023
Accrued salaries and related liabilities	43,938	4,603
Deferred revenue	210,027	112,656
Paycheck Protection Program refundable advance	-	(476,000)
Net cash provided by operating activities	353,092	246,231
Cash flows from investing activities		
Purchase of property and equipment	(217,090)	(55,805)
Proceeds from sale of investments	1,809,742	1,355,000
Purchase of investments	(1,810,470)	(2,255,262)
Net cash used by investing activities	(217,818)	(956,067)
Net increase (decrease) in cash and cash equivalents	135,274	(709,836)
Cash and cash equivalents, beginning of year	1,539,885	2,249,721
Cash and cash equivalents, end of year	$ 1,675,159	$ 1,539,885

The accompanying notes are an integral part of these consolidated financial statements.

Organization

Bi-State Primary Care Association, Inc. (BSPCA) is a not-for-profit corporation organized in New Hampshire. The Association's mission is to advance access to comprehensive primary care services for all, with special emphasis on those most in need in Vermont and New Hampshire.

Subsidiary

Center for Primary Health Care Solutions, LLC (CPHCS) is a limited liability company formed pursuant to the New Hampshire Limited Liability Company Act. CPHCS's primary purpose is to provide healthcare industry services and other industry-related consulting services. BSPCA is the sole member of CPHCS.

1. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of BSPCA and its subsidiary, CPHCS (collectively, the Association). All significant intercompany balances and transactions have been eliminated in consolidation.

Basis of Presentation

The consolidated financial statements of the Association have been prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP), which requires the Association to report information in the consolidated financial statements according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Association. These net assets may be used at the discretion of the Association's management and the Board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. There were no net assets with donor restrictions at June 30, 2022 and 2021.

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Income Taxes

BSPCA is a public charity under Section 501(c)(3) of the Internal Revenue Code (IRC). As a public charity, the entity is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax.

CPHCS is a limited liability company; however, for federal tax purposes, it is considered to be a disregarded entity and, as such, CPHCS's income, expenses, losses, gains, deductions and credits are reported on BSPCA's information return. Management believes the services provided by CPHCS are consistent with BSPCA's tax-exempt purpose and its revenue does not constitute unrelated business income.

Management has evaluated BSPCA's tax positions and concluded that there are no unrelated business income or uncertain tax positions that require adjustment to the consolidated financial statements.

COVID-19 and Related Funding

In March 2020, the World Health Association declared the 2019 novel coronavirus disease (COVID-19) a global pandemic and the United States federal government declared COVID-19 a national emergency. The COVID-19 pandemic has impacted and could further impact the Association's operations and the operations of the Association's members as a result of quarantines, travel and logistics restrictions.

During April-2020, the Association received a loan in the amount of $476,000 pursuant to the Paycheck Protection Program (PPP), a program implemented by the U.S. Small Business Administration (SBA) under the Coronavirus Aid, Relief, and Economic Security Act and the Paycheck Protection Program and Health Care Enhancement Act. The principal amount of the PPP is subject to forgiveness, to the extent that the proceeds are used to pay qualifying expenditures, including payroll costs, rent and utilities, incurred by the Association during a specific covered period. The Association was notified in February 2021 the loan was fully forgiven by the SBA and the lender.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and money market accounts.

The Association has cash deposits in a major financial institution which exceeds federal depository insurance limits. Because business needs frequently require funds in excess of the Federal Deposit Insurance Corporation (FDIC) insured amount of $250,000, all funds in the Merrimack County Savings Bank checking account are subject to a nightly sweep, which consists of high-yield savings accounts in other FDIC insured institutions with no individual institution exceeding FDIC limits.

Revenue

Revenue is reported at the estimated net realizable amount that reflects the consideration the Association expects to receive in exchange for providing program services to New Hampshire and Vermont community health centers. These amounts generally do not include variable consideration since the amounts are determined ahead of the provision of services, programs, or memberships. Generally, the Association bills the community health centers directly. Revenue is recognized as performance obligations are satisfied. The Association expects the period of time between the provision of service and receipt of payment for the service to be one year or less. The Association provides program services for stated annual dues. The Association typically receives the payments quarterly for membership dues. The Association also provides event services for a stated registration fee. The Association also receives sponsorships for the events and programs. Pricing and terms of event services are established by the Association. Typically, payments are received in advance of the program or event. Any amounts received before the beginning of the contract period are recorded as deferred revenue.

Performance obligations are determined based on the nature of the services provided by the Association. Revenue for performance obligations satisfied over time is recognized for the general benefits provided. Generally, performance obligations satisfied over time relate to membership dues. The Association measures the period over which the performance obligation is satisfied from the start of the membership period until the end of the fiscal year and recognizes revenue on a straight-line basis over this period. Revenue for performance obligations related to event services, which are satisfied at a point in time, are based upon the stated contract price (registration fee or sponsorship) for the agreed upon performance obligation.

Accounts receivable and deferred revenue related to revenue from contracts with customers was as follows at June 30:

	2022	2021
Accounts receivable	$ **59,931**	$ 29,568
Deferred revenue	**114,633**	22,750

U.S. GAAP requires disclosure of opening balances of contracts receivable and deferred revenue which amounted to $29,349 and $6,750, respectively, at July 1, 2020.

Grants and Other Receivables

Grants and other receivables are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

A portion of the Association's revenue is derived from cost-reimbursable grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Association has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as deferred revenue. The Association has been awarded cost reimbursable grants of $9,710,054 that have not been recognized at June 30, 2022, because qualifying expenditures have not yet been incurred.

The Association receives a significant amount of grants from the U.S. Department of Health and Human Services (DHHS). As with all government funding, these grants are subject to reduction or termination in future years. For the years ended June 30, 2022 and 2021, grants from DHHS (including both direct awards and awards passed through other Associations) represented approximately 80% and 83%, respectively, of grant revenue.

Investments and Investment Income

Investments in equity securities with readily-determinable fair values and all investments in debt securities are measured at fair value in the consolidated balance sheets. Investment income or loss (including gains and losses on investments, interest, and dividends) is included in the change in net assets without donor restrictions unless the income or loss is restricted by donor or law.

Investments are exposed to various risks, such as interest rate, credit, and overall market volatility. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the consolidated balance sheets.

Property and Equipment

Property and equipment are carried at cost, less accumulated depreciation. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets. The Association's capitalization policy is applicable for acquisitions greater than $5,000.

Contributions

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as net assets with donor restrictions if they are received with donor stipulations that limit use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the consolidated statements of operations and changes in net assets as net assets released from restriction. Contributions whose restrictions are met in the same period as the support is received are recognized as net assets without donor restrictions.

Subsequent Events

For purposes of the preparation of these consolidated financial statements, management has considered transactions or events occurring through September 23, 2022, the date that the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

2. Availability and Liquidity of Financial Assets

The Association regularly monitors liquidity required to meet its operating needs and other contractual commitments. The Association has various sources of liquidity at its disposal, including cash and cash equivalents, investments and a $350,000 line of credit (Note 5).

Financial assets available for general expenditure within one year were as follows at June 30:

	2022	2021
Cash and cash equivalents	**$ 1,675,159**	$ 1,539,885
Investments	**1,356,319**	1,355,591
Grants and other receivables	**1,016,104**	827,352
Financial assets available to meet general expenditures within one year	**$ 4,047,582**	$ 3,722,828

The Association had average days cash and cash equivalents on hand of 91 and 118 at June 30, 2022 and 2021, respectively. The Association manages its cash available to meet general expenditures following three guiding principles:

- Operating within a prudent range of financial soundness and stability;
- Maintaining an average days cash on hand of 90 to 180 days; and
- Maintaining sufficient reserves to provide reasonable assurance that long-term commitments and obligations will continue to be met, ensuring the sustainability of the Association.

3. Investments and Deferred Compensation Investments

Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants, and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The fair market value of the Association's investments and deferred compensation plan investments are measured on a recurring basis. The following table sets forth the Association's assets by level within the fair value hierarchy at June 30:

	2022			
	Level 1	Level 2	Level 3	Total
Cash and cash equivalents	$ 4,641	$ -	$ -	$ 4,641
Mutual funds	33,573	-	-	33,573
Exchange traded funds	162,041	-	-	162,041
U.S. treasury bills	-	1,355,743	-	1,355,743
Total	$ 200,255	$ 1,355,743	$ -	$ 1,555,998

	2021			
	Level 1	Level 2	Level 3	Total
Cash and cash equivalents	$ 4,602	$ -	$ -	$ 4,602
Mutual funds	55,390	-	-	55,390
Exchange traded funds	162,816	-	-	162,816
U.S. treasury bills	-	1,354,743	-	1,354,743
Total	$ 222,808	$ 1,354,743	$ -	$ 1,577,551

U.S. treasury bills are valued based on quoted market prices of similar assets.

4. Property and Equipment

Property and equipment consist of the following at June 30:

	2022	2021
Land	$ 50,000	$ 50,000
Buildings and improvements	659,382	479,579
Furniture and equipment	50,457	44,556
Total cost	759,839	574,135
Less accumulated depreciation	271,854	272,505
Property and equipment, net	$ 487,985	$ 301,630

5. Line of Credit

The Association has a $350,000 unsecured revolving line of credit with a local bank payable on demand. The interest rate on the line of credit is Prime plus 1% with a 5% floor (5.75% at June 30, 2022). There was no outstanding balance on the line of credit at June 30, 2022 and 2021.

6. Functional Expenses

The Association provides various services to residents within its geographic location. As the Association is a service Association, expenses are allocated between program services and administrative support based on the percentage of program and administrative support wages, respectively, to total wages, with the exception of grant pass-through expenses and subcontractors for program services which are 100% program in nature. Expenses related to providing these services are as follows for the years ended June 30:

2022:	Program Services	General and Administrative	Total
Salaries and wages	$ 1,796,065	$ 767,641	$ 2,563,706
Employee benefits	368,946	157,688	526,634
Subrecipient grant pass-through	1,118,722	-	1,118,722
Subcontractors for program services	392,466	-	392,466
Professional services	57,825	24,715	82,540
Occupancy	66,920	28,602	95,522
Other	288,377	123,253	411,630
Depreciation	21,532	9,203	30,735
Total	$ 4,110,853	$ 1,111,102	$ 5,221,955

2021:	Program Services	General and Administrative	Total
Salaries and wages	$ 1,526,564	$ 667,473	$ 2,194,037
Employee benefits	320,098	150,713	470,811
Subrecipient grant pass-through	603,172	-	603,172
Subcontractors for program services	434,190	-	434,190
Professional services	45,118	22,761	67,879
Occupancy	53,257	26,867	80,124
Other	272,317	137,383	409,700
Depreciation	16,837	8,494	25,331
Total	$ 3,271,553	$ 1,013,691	$ 4,285,244

7. Retirement Plans

The Association offers a defined contribution plan to eligible employees. The Association's contributions to the plan for the years ended June 30, 2022 and 2021 amounted to $96,240 and $87,989, respectively.

The Association has established a deferred compensation plan for eligible employees in accordance with Section 457(b) of the IRC. The fair value of the assets and related liabilities for employee contributions to the plan are reflected in the consolidated balance sheets as deferred compensation investments and deferred compensation payable, respectively.

8. Related Party Transactions

The Association's Board of Directors is composed of senior officials of Associations who are members of the Association. The following is a schedule of services provided to and (by) these Associations.

	2022	2021
Dues income	$ 167,520	$ 180,760
Other revenue		
National government relations capacity building	120,000	-
Purchased services and event registrations	27,353	97,650
Subcontractors for program services	(5,423)	(93,908)
Subrecipient grant pass-through	(559,941)	(272,971)

SUPPLEMENTARY INFORMATION

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2022

Federal Grant/Pass-Through Grantor/Program Title	Assistance Listing Number	Pass-Through Contract Number	Total Federal Expenditures	Amount Passed Through to Sub-recipients
U.S. Department of Health and Human Services:				
Direct:				
Technical and Non-Financial Assistance to Health Centers	93.129		$ 1,912,461	$ -
COVID-19 Technical and Non-Financial Assistance to Health Centers	93.129		150,267	-
Total AL 93.129			2,062,728	-
Rural Health Care Services Outreach, Rural Health Network Development and Small Health Care Provider Quality Improvement	93.912		258,852	113,556
Passthrough:				
Health Center Program Cluster				
Community Health Access Network				
Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program	93.527	n/a	481,030	-
Medicaid Cluster				
State of New Hampshire Department of Health and Human Services				
Medical Assistance Program	93.778	102-5000731-47000144	103,267	-
Medical Assistance Program	93.778	102-5000731-90075001 102-5000731-90072009	38,359	-
Total Medicaid Cluster and AL 93.778		-	141,626	-
Harvard University				
Training in General, Pediatric, and Public Health Dentistry	93.059	158303.5116168.0102	25,096	2,048
State of New Hampshire Department of Health and Human Services				
Protection and Advocacy for Individuals with Mental Illness	93.138	102-5000731-90080500	24,400	-
State of New Hampshire Department of Health and Human Services				
COVID-19 Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises	93.391	05-95-94-940010-2465 & 05-95-95-950010-19920000	169,679	169,679
State of Vermont Department of Health				
Improving the Health of Americans through Prevention and Management of Diabetes and Heart Disease and Stroke	93.426	03420-09243	31,442	-
Improving the Health of Americans through Prevention and Management of Diabetes and Heart Disease and Stroke	93.426	03420-08851	22,195	-
Total AL 93.426			53,637	-
State of New Hampshire Department of Health and Human Services				
Opioid STR	93.788	n/a	402,306	344,246

The accompanying notes are an integral part of this schedule.

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Schedule of Expenditures of Federal Awards (Concluded)

Year Ended June 30, 2022

Federal Grant/Pass-Through Grantor/Program Title	Assistance Listing (AL) Number	Pass-Through Contract Number	Total Federal Expenditures	Amount Passed Through to Sub-recipients
U.S. Department of Health and Human Services:				
Passthrough:				
State of Vermont Department of Health				
Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations	93.898	03420-08486	8,359	-
Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations	93.898	03420-09063	15,893	-
Total AL 93.898			24,252	-
State of New Hampshire Department of Health and Human Services				
Maternal and Child Health Services Block Grant to the States	93.994	102-5000731-90004009	6,182	-
Total U.S. Department of Health and Human Services			3,649,788	629,529
U.S. Department of the Treasury				
Passthrough:				
State of New Hampshire Department of Health and Human Services				
COVID-19 Coronavirus State And Local Fiscal Recovery Funds	21.027	05-95-94-940010-2465 & 05-95-95-950010-19920000	572,119	489,193
U.S. Department of Labor				
Passthrough:				
Vermont Technical College				
H-1B Job Training Grants	17.268	n/a	446	-
Total Expenditure of Federal Awards, All Programs			$ 4,222,353	$ 1,118,722

The accompanying notes are an integral part of this schedule.

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Notes to Schedule of Expenditures of Federal Awards

Year Ended June 30, 2022

1. Summary of Significant Accounting Policies

Expenditures reported on the schedule of expenditures of federal awards (the Schedule) are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), wherein certain types of expenditures are not allowable or are limited as to reimbursement.

2. De Minimis Indirect Cost Rate

Bi-State Primary Care Association, Inc. and Subsidiary (collectively, the Association) has not elected to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

3. Basis of Presentation

The Schedule includes the federal grant activity of the Association. The information in this Schedule is presented in accordance with the requirements of the Uniform Guidance. Because the Schedule presents only a selected portion of the operations of the Association, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Association.

BerryDunn

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Directors
Bi-State Primary Care Association, Inc. and Subsidiary

We have audited, in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Bi-State Primary Care Association, Inc. and Subsidiary (collectively, the Association), which comprise the consolidated balance sheet as of June 30, 2022, and the related consolidated statements of operations and changes in net assets and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated September 23, 2022.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered the Association's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Association's internal control. Accordingly, we do not express an opinion on the effectiveness of the Association's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Board of Directors
Bi-State Primary Care Association, Inc. and Subsidiary

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Association's consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Association's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Association's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
September 23, 2022

BerryDunn

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR THE MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Board of Directors
Bi-State Primary Care Association, Inc. and Subsidiary

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program

We have audited Bi-State Primary Care Association, Inc. and Subsidiary's (collectively, the Association) compliance with the types of compliance requirements identified as subject to audit in the Office of Management and Budget *Compliance Supplement* that could have a direct and material effect on its major federal program for the year ended June 30, 2022. The Association's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Association complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2022.

Basis for Opinion on the Major Federal Program

We conducted our audit of compliance in accordance with U.S. generally accepted auditing standards; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Association and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of the Association's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Association's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Association's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. generally accepted auditing standards, *Government Auditing Standards* and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Association's compliance with the requirements of the major federal program as a whole.

In performing an audit in accordance with U.S. generally accepted auditing standards, *Government Auditing Standards* and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Association's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Association's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Association's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Board of Directors
Bi-State Primary Care Association, Inc. and Subsidiary

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
September 23, 2022

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Schedule of Findings and Questioned Costs

Year Ended June 30, 2022

Section 1. Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:			Unmodified	
Internal control over financial reporting:				
Material weakness(es) identified?	☐	Yes	☑	No
Significant deficiency(ies) identified that are not considered to be material weakness(es)?	☐	Yes	☑	None reported
Noncompliance material to financial statements noted?	☐	Yes	☑	No

Federal Awards

Internal control over major programs:

Material weakness(es) identified:	☐	Yes	☑	No
Significant deficiency(ies) identified that are not considered to be material weakness(es)?	☐	Yes	☑	None reported
Type of auditor's report issued on compliance for major programs:			Unmodified	
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	☐	Yes	☑	No

Identification of major programs:

Assistance Listing Number	Name of Federal Program or Cluster
93.129	Technical and Non-Financial Assistance to Health Centers

Dollar threshold used to distinguish between Type A and Type B programs:			$750,000	
Auditee qualified as low-risk auditee?	☑	Yes	☐	No

Section 2. Financial Statement Findings

None

Section 3. Federal Award Findings and Questioned Costs

None

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Fax: 603-228-2464

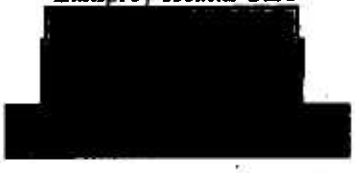
BI-STATE PRIMARY CARE ASSOCIATION
SERVING VERMONT & NEW HAMPSHIRE
www.bistatepca.org

61 Elm Street
Montpelier, VT 05602
Voice: 802-229-0002
Fax: 802-223-2336

BI-STATE PRIMARY CARE ASSOCIATION

FY23 Board of Directors (July 2022 – June 2023)

Board Chair:
Gregory White, CPA, CHFP
Chief Executive Officer
Lamprey Health Care



Board Vice Chair:
Dan Bennett
Chief Executive Officer
Gifford Health Care

Board Immediate Past Chair:
Martha Halnon, CPC, CAPPM, CMPE
Chief Executive Officer
Mountain Health Center

Board Secretary:
Kenneth Gordon
Chief Executive Officer
Coos County Family Health Services

Board Treasurer:
Edward Shanshala, II, MSHSA, MSEd
Executive Director/Chief Executive Officer
Ammonoosuc Community Health Services

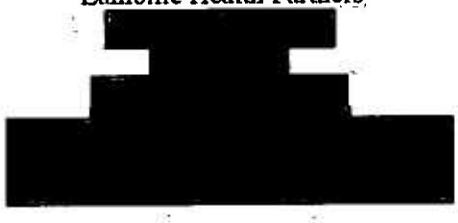
Gail Auclair, MSM, BSN, RN
Chief Executive Officer
Little Rivers Health Care

Michael Costa
Chief Executive Officer
Northern Counties Health Care

Kayla Davis
Co-Executive Director
Battenkill Valley Health Center

Robert MacLeod
Chief Executive Officer
Mid-State Health Center

Stuart May
Chief Executive Officer
Lamoille Health Partners



Anna Thomas
Public Health Director
City of Manchester Health Department
CEO, Health Care for the Homeless

FY23 Bi-State Board of Directors Committee Chairs:

- Executive Committee: Greg White
- Finance and Audit Committee: Ed Shanshala
- National Government Relations Committee: Greg White
- NH Government Relations Committee: Robert MacLeod
- Governance and Operations Committee: Ken Gordon
- Planning and Member Services Committee: (Chair TBD)
- VT FQHC CEO Council: Michael Costa
- VT Government Relations Committee: Michael Costa

Georgia John Maheras, Esq.
[redacted]
[redacted]

Professional Experience

Bi-State Primary Care Association (Montpelier, Vermont) **August 2017-present**
Senior Vice President Policy and Strategy *July 2018-present*
Vice President Policy and Programs *July 2018-June 2019*
Vermont Director of Public Policy *August 2017-July 2018*

Accountable for all aspects of day-to-day leadership of the policy and program functions of the organization; for acquiring the needed income to support Bi-State; and for effectively managing these resources. Responsibilities include:

- Track, monitor, and analyze federal and state legal, legislative, regulatory policy, and payment reform developments that impact Vermont and Bi-State members.
- Manage Annual Business Plan and three-year Strategic Planning processes and implementation.
- Draft and advocate for regulatory policy or legislation beneficial to primary care.
- Build relationships and collaborate with state agencies, policy makers, legislators, their staff and other organizations addressing issues of the uninsured, underinsured, and Medicaid.
- Prepare written reports and policy updates and present testimony to governmental and legislative bodies.
- Provide credible and timely information to Bi-State members, staff, and external partners on pertinent issues.
- Served as Administrator for Primary Health Care Partners, LLC, an NH-based management services organization.
- Supervise all Bi-State staff directors in Vermont and New Hampshire with oversight of workforce, payment reform, health information and data, health care reform, substance misuse treatment, mental health, and oral health.

Agency of Administration/Agency of Human Services, State of Vermont (Montpelier, VT) **October 2013-August 2017**
Deputy Director of Health Care Reform, Payment and Delivery System Reform

Serving in a dual role, researched, designed and implemented health policy initiatives for the Scott and Shumlin Administrations. Acted as Director of Vermont's State Innovation Model (SIM) Testing Grant, which sought to expand and integrate innovative health care payment models and health information technology to support more effective and efficient care delivery. Responsibilities included:

- Developing and monitoring a $45 million grant award, including reporting on programmatic and budget items to the Centers for Medicare and Medicaid Innovation (CMMI).
- Providing policy and operational leadership to State and private sector health care stakeholders.
- Managing state staff from multiple agencies and departments, and coordinating dozens of contractors.
- Collaborating with Vermont's private sector stakeholders regarding payment and delivery system reforms.
- Providing testimony to Vermont's Legislature on SIM and AHS activities.
- Serving as interim Health Information Technology Coordinator and Vermont's health data lead from 2015-2017.

Green Mountain Care Board, State of Vermont (Montpelier, VT) **October 2011-October 2013**
Executive Director

Served as first Executive Director of a newly created independent state agency, a 5-member board created by Act 48, Vermont's 2011 health reform law. Responsibilities included operational start-up and policy design and execution:

- Managed an annual budget of $7 million and a staff of 23; developed the new agency's policies and procedures.
- Provided policy and operational leadership to staff on all the Board's tasks including: payment reform, all-payer rate setting, hospital budget approval, insurance carrier rate review, certificate of need applications, benefit selection, workforce planning, health information technology planning, and data management.
- Testified on Board-related legislation; monitored legislation and regulatory activities in Vermont and nationally.
- Provided public presentations around Vermont on Board-related activities and initiatives.

Banking, Insurance, Securities, and Health Care Administration, State of Vermont (Montpelier, VT)
Deputy Commissioner of Health Care Administration **August 2011-October 2011**

- Supervised 14 staff, 5 contractors, and oversaw operations for the Division of Health Care Administration.
- Provided policy and operational leadership to staff, and recommendations to the Commissioner of BISHCA on hospital budget approval, insurance carrier rate review, certificate of need applications, and data management.

- Developed and monitored division budget and contracting; testified on related legislation.

GJM Health Care Consulting (Scituate, MA) **2011**
Principal

- Analyzed current and proposed health policy for non-profits, national advocacy organizations, and health care foundations. This included legal analyses of pending legislation, regulations, and guidance.
- Synthesized health care reform initiatives being developed by Massachusetts consumer advocacy organizations. Created short- and long-term advocacy plans.
- Developed quality improvement and cost reduction initiatives for a national Children's Oral Health organization.
- Convened stakeholders for education on health reform policy initiatives on behalf of non-profit clients. This included the cultivation and management of coalitions and key stakeholder relationships.

Health Care For All (Boston, MA) **2008-2011**
Private Market Policy Manager

- Campaign lead for Massachusetts Prescription Drug Reform Coalition and Massachusetts Campaign for Better Care.
- Advocated and testified on legislative, regulatory, budget, and administrative initiatives.
- Built and maintained coalitions of key stakeholders including: AARP, health insurers, disability advocates, unions, consumer advocates, and providers.
- Engaged in media advocacy in health care cost containment, private health insurance, national health reform, and prescription drug reform.

Health Law Advocates (Boston, MA) **2007-2008**
Staff Attorney/Dental Access Attorney

- Lead Counsel on HCFA v. Romney Remediation: monitored implementation of favorable Judgment and coordinated between the Legal Team, Lead Plaintiff, Intervenors, Independent Court Monitor, and Defendants.
- Represented individual clients in MassHealth Board of Hearings appeals and 30A claims.
- Developed training programs focused on Massachusetts' private insurance market including: HIPAA, COBRA, Massachusetts' individual insurance mandate, waivers, appeals, and employer tax penalties.
- Managed intern program, including development of a program with a comprehensive training period, hiring and supervising of legal interns, and targeted outreach to encourage applications.
- Specialties: Oral Health, Private Insurance, Commonwealth Care, Medicaid, and Commonwealth Choice.

Fallon Community Health Plan (FCHP) (Worcester, MA) **2006-2007**
Member Relations Department: Special Projects

- Regulatory analysis and application for all products: Medicare, Commercial HMO, Federal Employee Benefits, Medicaid, ASO, PACE. Reviewed State and Federal bulletins, proposed regulations, and clarifications to existing legislation and regulations.
- Projects included:
  - Appeals Rights: Reviewed and revised existing appeals protocols for regulatory and NCQA compliance.
  - Evidences of Coverage (EOCs): Reviewed and revised existing appeals process language in EOCs to ensure regulatory and NCQA compliance.
  - Launched new processes and policies based on changing regulatory requirements.
  - Trained staff in grievance process, triage process, and departmental privacy process.

Opera Boston (formerly Boston Academy of Music) (Boston, MA) **2000-2002**
Production Manager

- Helped the company grow staff, budgets, and production size. Coordinated all production elements for three shows per season as part time employee.
- Hired technical staff for all productions: Technical Director, Costume Coordinator, Master Electrician, Props Master.
- Supervised the launch of seamless operatic productions.

Georgia John Maheras, Esq.
[redacted]
[redacted]

- Ensured all technical elements were in place for performances, budgets were adhered to, and provided staff support.

Education

Juris Doctor, Suffolk University Law School (Boston, MA)
Focus: Biomedical and Health Law

Master of Theological Studies in Comparative Faith and Healing, Boston University (Boston, MA)
Comprehensive exams in Faith & Healing and Ethics
Award: Full tuition scholarship with stipend

Bachelor of Science, Religion, *magna cum laude* with distinction, Boston University (Boston, MA)
Awards/Honors: Graduated within 3 years, Dean's List
Thesis: The Ecumenical Dialogue Between the Roman Catholic Church and the Greek Orthodox Church: Marriage and the Eucharist.

Bar Admittance

State: Massachusetts
Federal: First Circuit District Court and Supreme Court of the United States

Professional Accomplishments

- Recipient, 2016 Public Service Award-Vermont. Awarded by Bi-State Primary Care.
- Consumer Representative Appointee to the National Association of Insurance Commissioners 2009-2011
- Member of the 2009-2010 Boston Bar Association Public Interest Leadership Program
- Suffolk University Law School Journal of Biomedical and Health Law: Production Editor
- Best Opera 2002 La Fancuilla del West (Boston Globe); 2000 HMS Pinafore on the USS Constitution.

Publications/Briefs

Maheras, Georgia, *Vermont Health Reform*, Journal of Health & Biomedical Law, Volume IX, Number 1, 2013.

Counsel of Record, Brief of Amici Curiae AFSCME District Council 37 et al., IMS Health Inc. et al. v. Sorrell, No. 09-1913 (2d Cir. 2010) *cert. granted* (No. 10-779).

Dattel-McGowan, Merritt, and Georgia Maheras, *Several Steps Later with More to Go: Massachusetts Embarks on Short & Long Term Health Care Reforms*, Boston Bar Association Health Law Reporter, Winter 2011.

Barker, Thomas, Tad Heuer, and Georgia Maheras, *Recommendations of the Special Commission on the Health Care Payment System: New Challenges for Massachusetts Health Care Providers*, Boston Bar Association Health Law Reporter, Fall 2009.

Maheras, Georgia, *New Massachusetts Regulations are a Positive Step Toward Improving Industry-Provider Transparency and Reducing Drug Costs for All Residents*, Boston Bar Association Health Law Reporter, Summer 2009.

Speaking Engagements

Co-Presenter, "Partnership," HRSA Region 1 Workforce Workshop, HRSA Office of Intergovernmental and External Affairs, Webinar, October 2022.

Panelist, "Telehealth," Policy and Issues Conference, National Association of Community Health Centers, Hybrid Conference, February 2022.

Co-Presenter, Vermont Leadership Institute, Training, January 2022.

Presenter, "Value Based Care: From the Field," HRSA, Webinar, January 2021.

Panelist, "Practice Transformation," SIM Webinar Series, CMMI, Webinar, June 2016.

Panelist, "State Spotlight: Vermont," Healthcare Value Hub, Consumers Union, Webinar, May 2016.

Georgia John Maheras, Esq.
[redacted]
[redacted]

Panelist, "Patient-Centered Medical Homes," The Next Wave of Innovation: A Convening of Round 1 and Round 2 SIM Awardees, CMMI, Baltimore, MD, April 2014.

Panelist, "Strategies for Success for Test Awardees – Hear from Round 1 States," The Next Wave of Innovation: A Convening of Round 1 and Round 2 SIM Awardees, CMMI, Baltimore, MD, April 2014.

Panelist, "Getting to Yes: How States Can Facilitate Multi-Payer Alignment," Learning From Each Other: How States Are Transforming Their Health Care Systems, National Governor's Association, Baltimore, MD, April 2014.

Reactor, "So There's This Big Election Coming Up: Managing SIM Through and Beyond Leadership Transitions," Maintaining the Momentum: A Convening of SIM Round 1 Testing States, Washington, DC, September 2014.

Panelist, "Vermont's Health Care Exchange Plan Design," Families USA Health Action Conference, Washington, DC, 2014.

Presenter, "Vermont Health Care Innovation," 2013 CEO Innovators Roundtable, Chicago, IL, October 2013.

KATHERINE TIERNEY SIMMONS

[redacted] • ksimmons@bistatepca.org

EXPERIENCE

BI-STATE PRIMARY CARE ASSOCIATION — Montpelier, VT

Sr. Director, Operations 7/21-present
Director, Operations 7/18-7/21
Director, VT Operations 1/14-7/18
VT Rural Health Alliance (VRHA) Project Director 1/09-8/16
Deputy Director, VT Programs and Policy 5/13-1/14
Sr. Manager, VT Operations 3/12-5/13
Manager, VT Operations 1/09-3/12
VT Community Development & Financial Services Coordinator 1/07-1/09

- Perform project and financial management for 8+ grants / cost centers (concurrent average), including budgeting, resource allocation, staff workload management, contract and contractor management, corporate compliance with grant requirements, and performance management.
- Develop, secure funding for, and implement innovative and collaborative programming in areas of farmworker health, clinical quality improvement, and network development. This includes overseeing the Vermont Rural Health Alliance, a program of Bi-State and a Health Center Controlled Network.
- Directed all aspects of $2.7M Network Health Information Technology Implementation Project (2010-2013). Project focused on data integrity, health information exchange, and quality improvement, while building upon and supporting VT statewide health care reform efforts.
- Provide technical assistance to community health centers, rural health clinics, and community-based organizations to enhance or develop new primary care access points.
- Prepared highly-competitive federal grant applications for community health center funding (2007, 2010, 2013, and 2019), resulting in the initial and ongoing funding of three VT health centers.
- Analyze and present data relative to community health center cost, quality, and access in internal and external documents.
- Educate legislators and other policymakers on issues relating to access to primary care; provide formal testimony as appropriate.
- Develop trainings, including programming at Bi-State's Annual Primary Care Conference.
- Supervise two professional staff positions.
- Manage relationships with state and federal government stakeholders.

COMMUNITY HEALTH ACCOUNTABLE CARE, LLC (CHAC) — Montpelier, VT

A primary care centric Accountable Care Organization (ACO), contracted by Medicare, Medicaid, and Blue Cross Blue Shield to serve 57,000+ Vermonters. CHAC's ACO programming concluded in 12/17, and the ACO dissolved in 6/19.

Director 7/16-6/19
Compliance Officer 10/15-7/16
Director, Health Care Analytics 7/13-7/16

- Participated in all aspects of ACO development, including governance and resource planning, stakeholder education, application development and submission, conceptualization of analytics solutions, etc.
- Provided lead staffing role to ACO implementation, including drafting ACO business plan and budget, managing to ACO budget, overseeing vendor procurements, developing participant standards, and overseeing participant distributions of earned shared savings ($3.5M earned; $2M distributed).
- Directed annual ACO quality reporting project (65,000+ data elements collected manually).
- Developed and superintended ACO compliance program, ensuring the training of 200+ individuals in ACO compliance requirements within a three-month period.
- Served as lead staff support to Board and Committee meetings.
- Oversaw ACO's close-out activities and member/owner decision-making re: strategic future.

CHAC was staffed by Bi-State Primary Care Association through a Management Services Agreement.

CHAMPLAIN VALLEY HEAD START — Burlington, VT
Health Services Coordinator — 5/06-1/07

- Developed systems and protocols to track the health and dental care status of the 350 enrolled children in preparation for a successful high stakes federal review.
- Problem-solved with teachers and health care providers to connect families to medical / dental homes.
- Chaired the Health Services Advisory Committee, comprised of local pediatricians, public health professionals, nutritionists, and dental hygienists.
- Contracted with food service vendors to provide meals in Head Start classrooms, ensuring meals were in compliance with the USDA Child and Adult Care Food Program regulations.

COMMONWEALTH CARE ALLIANCE — Boston, MA
A small, non-profit, prepaid health plan serving the dual eligible population
Program Development Specialist (part-time during school year, full-time during summer) — 5/05-5/06

- Developed recommendations to maintain and enhance organization's activities around consumer involvement informed by interviews with over 30 professionals.
- Recruited consumers and professionals to participate actively in a new Patient Care Assessment and Consumer Advisory Committee and helped set up local consumer councils.

BOSTON UNIVERSITY SCHOOL OF PUBLIC HEALTH — Boston, MA
Research Assistant — 10/03-8/04

- Performed data cleaning and data analysis of Medicaid claims data. Drafted sections of resulting article for publication in the *Journal of Disability Policy Studies*.
- Drafted sections of a 150-page report on consumer-directed long-term care.

BOSTON REFUGEE YOUTH ENRICHMENT SUMMER PROGRAM — Boston, MA
Director (part-time during school year, full-time during summer) — 11/00-9/02

- Directed all aspects of 95-child English as a Second Language program.
- Expanded program from serving only Vietnamese children to serving refugee and immigrant children of multiple ethnic backgrounds in response to demographic changes in the community.
- Hired, trained, supervised, and supported a staff of 24 high school and college students.
- Coordinated efforts to raise over $20,000/year from foundations, individual donations, and events.
- Secured over $50,000/year of in-kind donations, including use of facilities and donated food.
- Reduced costs from $59,000 to $51,000, operating program at the low cost of $11.97/child/day.
- Licensed the camp, complying with the regulations of the Boston Department of Public Health.
- Wrote and published program literature, including three extensive annual reports.

EDUCATION

BOSTON UNIVERSITY SCHOOL OF MANAGEMENT — Boston, MA
Master of Business Administration (MBA), *cum laude*
Concentration in Health Care Management

BOSTON UNIVERSITY SCHOOL OF PUBLIC HEALTH — Boston, MA
Master of Public Health (MPH)
Concentration in Health Services

HARVARD UNIVERSITY — Cambridge, MA
Bachelor of Arts (BA) *cum laude*
Concentration in English; Certificate in Ancient Greek

- Frank H. Buck Scholarship (merit-based, life-long scholarship to cover full expenses of undergraduate and graduate education)
- Detur Book Prize (academic award given to top 10% of Harvard freshmen class)

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Bi-State Primary Care Association

Name of Program/Service: Expanding COVID-19 Health Equity and Program Infrastructure in Community Health Centers (COVID-19 Immunization)

BUDGET PERIOD:	SFY23 (July 1, 2022-June 30, 2023)		
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Georgia Maheras, Sr. VP Policy & Strategy	$146,331	25.00%	$36,583.00
Kate Simmons, Sr. Director Operations	$122,781	25.00%	$30,696.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			$67,279.00

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Bi-State Primary Care Association

Name of Program/Service: Expanding COVID-19 Health Equity and Program Infrastructure in Community Health Centers (COVID-19 Immunization)

BUDGET PERIOD:	SFY24 (July 1, 2023-June 30, 2024)		
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Georgia Maheras, Sr. VP Policy & Strategy	$150,428	20.00%	$30,085.00
Kate Simmons, Sr. Director Operations	$126,464	20.00%	$25,292.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			$55,377.00

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Patricia M. Tilley
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

May 18, 2022

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Retroactive** amendment to an existing contract with Bi-State Primary Care Association, Inc. (VC#166695), Bow, NH, to revise the funding source to align with Governor and Executive Council approval on December, 22, 2021, Late Item #C, with no change to the price limitation of $5,570,000 and no change to the contract completion date of June 30, 2023, effective retroactive to December 22, 2021 upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on November 10, 2021, Item #16B.

Funds are available in the following account for State Fiscal Year 2022, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-90-901010-5771 HEALTH AND HUMAN SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, PUBLIC HEALTH SYSTEMS, POLICY AND PERFORMANCE, PH COVID-19 HEALTH DISPARITIES

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Prog Svc	90577100	$910,000	$0	$910,000
2023	102-500731	Contracts for Prog Svc	90577100	$910,000	$0	$910,000
			Subtotal	***$1,820,000***	**$0**	***$1,820,000***

05-95-94-940010-2465 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, ARPA DHHS FISCAL RECOVERY FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Prog Svc	00FRF602P H9508B	$1,839,088	($1,839,088)	$0
2023	102-500731	Contracts for Prog Svc	00FRF602P H9508B	$1,910,912	$0	$1,910,912
			Subtotal	***$3,750,000***	***($1,839,088)***	***$1,910,912***

05-95-95-950010-19920000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: COMMISSIONER'S OFFICE , OFFICE OF THE COMMISSIONER, DHHS ARPA TO CRF

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Prog Svc	90199250	$0	$1,839,088	1,839,088
			Subtotals	***$0***	***$1,839,088***	***$1,839,088***
			Totals	**$5,570,000**	**$0**	**$5,570,000**

EXPLANATION

This item is **Retroactive** because on December 22, 2021, the Governor and Executive Council approved Late Item #C, which changed the funding source of the Agreement from ARPA SFRF to CARES CRF. 2 CFR § 200.332 requires the Department to specify the federal funding in the Agreement. Consequently, this request is made retroactively to comply with federal requirements and reflect funding source change previously approved. There is no change to the price limitation or scope of services.

The Contractor will continue to work with the health centers and community partners to operationalize COVID-19 vaccine clinics to ensure equitable distribution of the COVID-19 vaccination. To ensure individuals receive information on where they can receive the COVID-19 vaccination, the Contractor will continue implementing engagement strategies and increase vaccine confidence through education, outreach and partnership. The Contractor will continue expanding the workforce of Community Health Workers and embed them within the statewide network of Community Health Centers to provide culturally and linguistically appropriate services to individuals and families directly impacted by the COVID-19 pandemic. Through Community Health Workers, the Community Health Centers will continue connecting families to mental health, health care, substance use disorder, financial and budgeting supports, food programs, COVID-19 testing, vaccinations, and other services and/or resource information related to social determinants of health.

Approximately 285,000 individuals will be served during State Fiscal Years 2022 and 2023

The Department will continue monitoring services by ensuring the Contractor:

- Submits quarterly reports that tracks efforts, successes, and challenges by Community Health Centers by region.
- Achieves an overall 25% increase of coordination of services across the Community Health Centers.

As referenced in Exhibit A of the original agreement, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Council not authorize this request, the Department will not be in compliance with CFR 2 CFR § 200.331 and will not have the proper funding reflected within the Agreement.

Area served: Statewide

Source of Federal Funds: CFDA #21.027

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Expanding COVID–19 Health Equity and Program Infrastructure in Community Health Centers contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Bi-State Primary Care Association, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 10, 2021, (Item #16B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Agreement Provisions, Paragraph 1, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the funding source to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Modify Exhibit C, Payment Terms, Section 1, to read:
   1. This Agreement is funded by:
      1.1 33% Federal Funds from the New Hampshire Initiative to Address COVID-19 Health Disparities funds, as awarded on May 27, 2021, by the Centers for Disease Control and Prevention, CFDA #93.391, FAIN #NH75OT000031; and
      1.2 67% Federal Funds from the Coronavirus Preparedness and Response Supplemental Appropriations Act 2020 (P.L. 116-123), as awarded on December 17, 2021, by the Centers for Disease Control and Prevention CFDA #21.09.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to December 22, 2021 upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/5/2022
Date

DocuSigned by:
Patricia M. Tilley
Name: Patricia M. Tilley
Title: Director

Bi-State Primary Care Association, Inc.

5/10/2022
Date

Georgia Maheras
Name: Georgia Maheras
Title: VP, Policy and Strategy

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/10/2022
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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16B mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Patricia M. Tilley
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

November 3, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Sole Source** contract with Bi-State Primary Care Association, Inc. (VC#166695), Bow, NH, in the amount of $5,570,000 to expand health equity infrastructure in Community Health Centers across the state, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through June 30, 2023. 100% Federal Funds.

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-90-901010-5771 HEALTH AND HUMAN SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, PUBLIC HEALTH SYSTEMS, POLICY AND PERFORMANCE, PH COVID-19 HEALTH DISPARITIES

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Opr Svc	90577100	$910,000
2023	102-500731	Contracts for Opr Svc	90577100	$910,000
			Subtotal	***$1,820,000***

05-95-90-902510-2465 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, ARPA DHHS FISCAL RECOVERY FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Opr Svc	00FRF602PH9508B	$1,839,088
2023	102-500731	Contracts for Opr Svc	00FRF602PH9508B	$1,910,912
			Subtotal	***$3,750,000***
			Total	**$5,570,000**

EXPLANATION

This request is **Sole Source** because Bi-State Primary Care Association is federally designated to provide technical assistance to Community Health Centers to improve programmatic, clinical, operational, and financial performance. The Contractor therefore has highly specialized expertise and is uniquely qualified to work with New Hampshire Community Health centers and their patients to address health disparities among populations who are at high risk for COVID-19 and underserved, including racial and ethnic minority populations and rural communities.

The purpose of this request is to increase opportunities for COVID-19 vaccines for low income, uninsured, rural and/or other individuals and families who may have barriers to accessing healthcare. The Contractor will support Community Health Centers to increase COVID-19 testing, treatment and other health related services to address the impacts of COVID pandemic. The Contractor will work with New Hampshire's Community Health Centers to address COVID-19 health disparities among high-risk and underserved populations, including racial and ethnic minority populations and rural communities.

The Contractor will work with the health centers and community partners to operationalize COVID-19 vaccine clinics to ensure equitable distribution of the COVID-19 vaccination. To ensure individuals receive information on where they can receive the COVID-19 vaccination, the Contractor will develop and implement engagement strategies and increase vaccine confidence through education, outreach and partnership. The Contractor will also expand the workforce of Community Health Workers and embed them within the statewide network of Community Health Centers to provide culturally and linguistically appropriate services to individuals and families directly impacted by the COVID-19 pandemic. Through Community Health Workers, the Community Health Centers will also connect families to mental health, health care, substance use disorder, financial and budgeting supports, food programs, COVID-19 testing, vaccinations, and other services and/or resource information related to social determinants of health.

Approximately 285,000 individuals will be served during State Fiscal Years 2022 and 2023.

The Department will monitor services by ensuring the Contractor:

- Submits quarterly reports that tracks efforts, successes, and challenges by Community Health Centers by region.
- Achieves an overall 25% increase of coordination of services across the Community Health Centers.

As referenced in Exhibit A of the attached agreement, the parties have the option to extend the agreement for up two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department's ability to address COVID-19 and other health-related impacts on high-risk and underserved populations would be significantly limited, potentially increasing the health and economic burden of the COVID-19 pandemic on citizens statewide.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.391, FAIN # NH75OT000031; Assistance Listing Number #21.017

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

DocuSigned by:
Ann H. N. Landry
24BAB37ED8EB488...

Lori A. Shibinette
Commissioner

FORM NUMBER P-37 (version 12/11/2019)

Subject: Expanding COVID-19 Health Equity and Program Infrastructure in Community Health Centers (SS-2022-DPHS-04-EXPAN-01)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Bi-State Primary Care Association, Inc.		1.4 Contractor Address 525 Clinton Street Bow, NH, 03304	
1.5 Contractor Phone Number (603) 228-2830	1.6 Account Number 05-95-90-901010-5771;05-95-90-902510-2465	1.7 Completion Date June 30, 2023	1.8 Price Limitation $5,570,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Georgia Maheras Date: 11/3/2021		1.12 Name and Title of Contractor Signatory Georgia Maheras VP, Policy and Strategy	
1.13 State Agency Signature DocuSigned by: Patricia M. Tilley Date: 11/3/2021		1.14 Name and Title of State Agency Signatory Patricia M. Tilley Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: J. Christopher Marshall On: 11/4/2021			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

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Date 11/3/2021

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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Contractor Initials

Date 11/3/2021

New Hampshire Department of Health and Human Services
Expanding COVID-19 Health Equity and Program Infrastructure in Community Health Centers

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

   1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

      3.3. The parties may extend the Agreement for up two (2) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

   1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

      12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Expanding COVID-19 Health Equity and Program Infrastructure in Community Health Centers

EXHIBIT B

Scope of Services

1. Statement of Work – General

1.1. The Contractor shall ensure the services described herein are provided to vulnerable populations (or "target populations"), including, but not limited to:

1.1.1. Racial minority populations.

1.1.2. Ethnic minority populations.

1.1.3. Individuals experiencing homelessness.

1.1.4. Individuals experiencing housing instability.

1.1.5. Rural communities.

1.2. The Contractor shall ensure any Community Health Center subcontracted through this Agreement shall adhere to the requirements detailed in the COVID-19 Vaccination Program Provider Agreement that is in place with the Department.

2. Statement of Work- COVID-19 Vaccines

2.1. The Contractor shall reduce access barriers to the COVID-19 vaccination by partnering with Community Health Centers (CHCs) in New Hampshire to support the infrastructure and capacity of the CHCs. The Contractor shall:

2.1.1. Work with the CHCs to operationalize COVID-19 vaccine clinics for the target populations listed in Subsection 1.1 above to increase equitable distribution of COVID-19 vaccination. The Contractor shall work with CHCs to operationalize COVID-19 vaccine clinics by utilizing strategies that include, but are not limited to:

2.1.1.1. Vaccine strike teams.

2.1.1.2. Mobile vaccine clinics.

2.1.1.3. Satellite clinics.

2.1.1.4. Temporary clinics.

2.1.1.5. Travel to off-site clinics to provide vaccination services in non-traditional settings, including in-home vaccination to homebound patients where other mechanisms for in-home vaccination are not available.

2.1.1.6. Other vaccine sites, as approved by the Department.

2.1.2. Ensure vaccine sites are located at a variety of settings, including, but not limited to, pharmacies, healthcare facilities, and community-based sites.

2.1.3. Ensure hours of operation at vaccine sites are adjusted to meet the needs of the target population.

2.2. The Contractor shall develop and implement engagement strategies to promote the COVID-19 vaccination and increase vaccine confidence through education, outreach and partnerships in the target populations. The Contractor shall:

2.2.1. Identify community liaison collaborators within the CHCs to increase the knowledge of COVID-19 vaccinations among the target populations. Community liaison collaborators shall include, but are not limited to:

2.2.1.1. Federally Qualified Health Centers

2.2.1.2. Community Mental Health Centers.

2.2.1.3. Community-based Organizations.

2.2.1.4. City Health Departments.

2.2.1.5. Faith-based Organizations.

2.2.1.6. Local barbers and hairdressers.

2.2.1.7. Community Colleges.

2.2.2. Conduct outreach to populations, including, but not limited to, those who:

2.2.2.1. Experienced disproportionately high rates of COVID-19 and related deaths.

2.2.2.2. Have high rates of underlying health conditions that place them at greater risk for severe COVID-19 as determined by the Centers for Disease Control and Prevention.

2.2.2.3. Are likely to experience barriers to accessing COVID-19 vaccination services, such as geographical barriers, health system barriers.

2.2.2.4. Are likely to have low acceptance of or confidence in COVID-19 vaccines.

2.2.2.5. Have a history of mistrust in health authorities or the medical establishment.

2.2.2.6. Are not well-known to health authorities or have not traditionally been the focus of immunization programs.

2.2.3. Reduce barriers to receipt of vaccination services, including, but not limited to, providing translation services and/or internet access for individuals who need assistance with Vaccination and Immunization Network Interface (VINI) or other State immunization registry systems.

2.2.4. Conduct outreach to assess individual's readiness to receive a

vaccination.

2.2.5. Have a medical professional available to provide counseling to individuals experiencing vaccine hesitancy.

2.2.6. Increase COVID-19 vaccine confidence among the populations listed above by:

2.2.6.1. Addressing and monitoring vaccine misinformation on social media.

2.2.6.2. Developing and distributing messaging in multiple languages, including, but not limited to:

2.2.6.2.1. Videos.
2.2.6.2.2. Audio.
2.2.6.2.3. Print materials.
2.2.6.2.4. Social media campaigns featuring a diverse array of community leaders, outreach staff, and other respected, non-medical practitioners.

2.2.7. Participate in meetings with the Department, as requested by the Department.

2.2.8. Attend New Hampshire Immunization Program (NHIP) trainings.

2.2.9. Attend NH Public Health Association and other stakeholder immunization meetings/conferences.

2.2.10. Share information with the target populations regarding Department and other health organizations training and technical assistance opportunities.

2.3. The Contractor shall ensure the CHCs have proper vaccine storage, handling, administration and documentation in accordance with state and federal guidelines by providing resources, equipment and/or supplies as needed, including, but not limited to:

2.3.1. Clinical and/or administrative staff resources.

2.3.2. Appropriate refrigerators/freezer, and data loggers, the Contractor shall inform the Department of the need.

2.3.3. Additional supplies, which includes, but is not limited to:

2.3.3.1. Syringes.

2.3.3.2. Needles

2.3.3.3. Alcohol wipes.

2.3.3.4. Band aids.

2.3.3.5. Stickers.

2.3.3.6. Other necessary supplies and equipment per COVID-19 Vaccine Provider Agreement.

3. Statement of Work – COVID-19 Community Health Workers

3.1. The Contractor shall ensure the subcontracted CHCs have Community Health Workers (CHWs) to support culturally and linguistically appropriate COVID-19 and other social determinants of health related services.

3.2. The Contractor shall submit documentation to the Department within thirty (30) days of Agreement effective date, t which shall include , but is not limited to:

3.2.1. Staff recruitment plan.

3.2.2. Training procedures.

3.2.3. Onboarding plan.

3.3. The Contractor shall ensure the CHCs provide COVID-19 support services, which include, but are not limited to:

3.3.1. Connecting community members to culturally and linguistically competent COVID-19 testing in hyper-local community testing sites.

3.3.2. Assisting with contact tracing, when required.

3.3.3. Cultural mediation among individuals, communities, and health and social service systems.

3.3.4. Culturally appropriate health education and information.

3.3.5. Care coordination, case management, and system navigation.

3.3.6. Coaching and social support by advocating for individuals and communities.

3.3.7. Direct services to clients with COVID-19 and their family members affected by COVID-19, which include, but are not limited to providing:

3.3.7.1. Access to COVID-19 test within five (5) days of encounter between the CHW and the client.

3.3.7.2. Access to the influenza vaccine within fourteen (14) days of encounter between the CHW and the client.

3.3.7.3. Access to the COVID-19 vaccine within fourteen (14) days of encounter.

3.3.8. Accommodating communication access needs of individuals served through use of qualified interpreters and translated materials.

3.3.9. Providing and distributing educational information about COVID vaccinations and general Department guidance for individual mitigation.

3.4. The Contractor shall ensure the CHCs provide social determinants of health related services, which include, but are not limited to:

3.4.1. Creating connections between vulnerable populations and healthcare providers by providing the following services to vulnerable populations, which include, but are not limited to:

3.4.1.1. Providing appropriate care coordination, case management and connections to patient and family identified community and social services and referrals.

3.4.1.2. Assisting with maintaining and or applying for social services within their community.

3.4.1.3. Identifying and helping to mitigate barriers in health care access such as transportation, language, and childcare.

3.4.1.4. Assisting vulnerable populations with navigating the healthcare system.

3.4.1.5. Determining eligibility and enrolling vulnerable populations in health insurance plans.

3.4.1.6. Providing culturally appropriate health education on topics related to COVID, chronic disease prevention, physical activity, and nutrition.

3.4.1.7. Providing informal counseling, health screenings, and referrals.

3.4.1.8. Connecting clients with community-based agencies through closed loop and/or warm hand-off referrals for supports that included, but are not limited to:

3.4.1.8.1. Food insecurity supports.

3.4.1.8.2. Mental health supports.

3.4.1.8.3. Health care referrals.

3.4.1.8.4. Substance use disorder supports.

3.4.1.8.5. Educational supports and services.

3.4.1.8.6. Financial literacy.

3.4.1.8.7. Budgeting supports.

3.4.1.8.8. COVID-19 testing, vaccination, and/or immunization resources.

3.4.1.8.9. Social Isolation supports.

3.4.2. Increasing cultural competence among healthcare providers serving vulnerable populations by providing the services that include, but are

not limited to:

3.4.2.1. Educating healthcare providers and stakeholders about community health needs.

3.4.2.2. Managing care and care transitions for vulnerable populations.

3.4.2.3. Advocating for vulnerable populations or communities to receive services and resources to address health needs.

3.4.2.4. Collecting data and relay information to stakeholders to inform programs and policies.

3.4.2.5. Building community capacity to address health issues.

3.4.2.6. Ensuring cultural mediation among vulnerable populations, communities, and health and social service systems serving vulnerable populations.

3.4.3. Completing EMR forms to highlight the care coordination and case management of the patient and family.

3.5. The Contractor shall ensure subcontracted CHCs document encounters within the appropriate CHC's Electronic Medical Record (EMR), upon obtaining the appropriate consent, to identify services, assist in navigating the healthcare system and support data quality. The Contractor shall receive de-identified data from the CHCs, aggregating the following data, which includes but is not limited to:

3.5.1. Race and ethnicity.

3.5.2. Preferred language.

3.5.3. Household income.

3.5.4. Marital status.

3.5.5. Age of parents.

3.5.6. Sexual orientation and/or gender identity.

3.5.7. Street address.

3.5.8. Town, county, zip code and State.

3.5.9. Number of incarcerated parents (if applicable).

3.5.10. Phone number and/or email address.

3.5.11. Status of receiving benefits, if applicable, including, but not limited to:

3.5.11.1. SNAP.

3.5.11.2. Child Care.

3.5.11.3. Medicaid.

3.5.11.4. Social Security.

3.5.11.5. TANF.

3.5.11.6. WIC.

3.6. The Contractor shall ensure the CHCs participate in at least one (1) professional development activity per year related to culturally and linguistically appropriate services and organizational cultural effectiveness.

3.7. The Contractor shall ensure the CHCs participate in CHW trainings and NH CHW Coalition meetings and conferences, as directed by the Department.

4. Work Plan

4.1. Within thirty (30) days of Agreement effective date, the Contractor shall provide the Department with a Work Plan for Section 2 - Statement of Work- COVID - 19 Vaccines and Section 3 - Statement of Work COVID -19 – Community Health Workers for Year One (1) of the Contract period.

4.1.1. The Contractor shall subsequently provide work plans for Year Two (2) of the Contract period no later than thirty (30) days prior to the end of Year One (1).

4.1.2. Year One (1) and Year Two (2) work plans shall include, but are not limited to:

4.1.2.1. Baseline and target numbers of individuals vaccinated.

4.1.2.2. Detailed strategy and/or plans to meet each Contract requirement and deliverable.

4.1.2.3. Estimated timeline(s).

4.1.2.4. Quality improvement strategies.

4.1.2.5. Communications and outreach activities.

4.1.2.6. Planned activities for increasing vaccine confidence.

4.1.2.7. Planned activities for increasing COVID-19 vaccination access and uptake.

4.2. Within thirty (30) days of Agreement effective date , the Contractor shall provide an evaluation plan that includes, but is not limited to:

4.2.1. Identifying client criteria, including:

4.2.1.1. Identification of clients; and

4.2.1.2. Eligibility

4.2.2. Identifying referrals, including:

4.2.2.1. Identification of referral methods;

4.2.2.2. Enrollment; and

4.2.2.3. Services the CHWs will provide to COVID and non COVID

4.2.3. Collecting data, including, but not limited to:

4.2.3.1. Reporting and management of data.

4.2.3.2. Method on which data will be housed.

4.2.3.3. Information on confidential and security methods.

4.2.3.4. Patient security and confidentiality consent form.

4.2.4. Supporting and training CHWs in data collection and reporting to ensure collection of complete and representative data as specified in Subsection 3.5 above.

4.2.5. Training and implementing strategies to educate CHWs on the importance of data to address disparities and inequities.

4.2.6. Ensuring data quality assurance and improvement.

4.2.7. Ensuring CHW workforce sustainability.

5. Exhibits Incorporated

5.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

5.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

5.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

6. Reporting Requirements

6.1. The Contractor shall submit quarterly reports for each CHC for Section 2 Statement of Work - COVID-19 Vaccines, which shall include, but are not limited to:

6.1.1. Description of activities performed, resulting impacts individuals and families served, and other outcomes.

6.1.2. Efforts, successes, and challenges experienced with local community based organizations and stakeholders to promote vaccine awareness and uptake of COVID-19.

6.1.3. Efforts, successes, and challenges experienced in reaching high risk and underserved populations to promote and offer COVID-19 vaccinations.

6.1.4. Efforts, successes, and challenges experienced in addressing vaccine misinformation and promoting vaccine confidence and uptake, especially within racial and ethnic minority populations.

6.1.5. Potential barriers and solutions identified in the past quarter for low vaccine uptake in specific communities.

6.1.6. Efforts, successes, and challenges experienced in providing community engagement.

6.1.7. Number and percentage of individuals who have not previously received COVID-19 vaccination who were administered vaccination within the reporting period.

6.1.8. Percentage of clients who were referred by CHWs and successfully accessed a COVID test and received results or COVID Vaccination disaggregated by the following age ranges:

6.1.8.1. 5-11 years old.

6.1.8.2. 12-17 years old.

6.1.8.3. 18 years and older.

6.1.9. Percentage of clients who were referred by CHWs and successfully received a COVID-19 vaccination disaggregated by the following age ranges:

6.1.9.1. 5-11 years old.

6.1.9.2. 12-17 years old.

6.1.9.3. 18 years and older.

6.2. Within fifteen (15) days following the end of each quarter, the Contractor shall submit quarterly reports by CHC region, for Section 3 Statement of Work-COVID-19 Community Health Worker, which shall include, but are not limited:

6.2.1. Number of collaborating agencies/services identified as part of Community Health Workers led intervention.

6.2.2. Number and percentage of clients with one or more identified co-morbidities through the EMR.

6.2.3. Number and percentage of resources provided in a primary language other than English.

6.2.4. Number and percentage of in community visits with Community Health Worker clients at locations other than the CHCs location.

6.2.5. Number and percentage of encounter types by intensity, length and type, including virtual and/or in-person.

6.2.6. Percentage of clients that identify one or more unmet need.

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6.2.7. Number and percentage of identified unmet needs that are met with assistance of the CHWs.

6.2.8. Number and percentage of clients that have complete CHW encounter form and Patient Questionnaire completed and documented.

6.2.9. Number of encounters with each client by encounter type and, if applicable, resulting referrals by referral type, including:

6.2.9.1. Number of encounters to provide communication about COVID-19 risk factors and mitigation/prevention.

6.2.9.2. Number of other navigation and support services to address COVID-19 risk factors.

6.2.9.3. Number of referrals completed through closed loop referral system.

6.2.9.4. Number referrals for COVID-19 vaccination/vaccine support by each CHC and by CHW, including coordination of activities related to administration of vaccines and excluding direct administration of vaccines.

6.2.10. Number and percentage of clients who need and access a COVID-19 test within five (5) days of the first CHW encounter.

6.2.11. Number and percentage of clients able to access influenza vaccine within fourteen (14) days of first CHW encounter (flu season only).

6.2.12. Number and percentage of Community Health Worker clients able to access COVID-19 vaccine within fourteen (14) of first CHW encounter.

6.2.13. Number and percentage of identified unmet needs that are met with assistance of CHWs identified through EMR.

6.2.14. Number and type of trainings provided to Community Health Workers supported by COVID Health Disparities funding.

6.3. The Contractor shall provide a comprehensive annual report for Section 2 - Statement of Work- COVID -19 Vaccines and Section 3 - Statement of Work COVID -19 – Community Health Workers by June 30th of each Contract year. The annual report will summarize:

6.3.1. Participation.

6.3.2. Outcomes.

6.3.3. Challenges.

6.3.4. Strengths.

6.3.5. Identified needs for the upcoming Contract year.

6.4. The Contractor shall submit a final report due thirty (30) days from Contract completion date.

7. Performance Measures

7.1. The Contractor shall increase the number of clients receiving services, as described in the Statement of Work above, by 25% over each Agreement year.

7.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

7.3. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.

7.4. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

8. Additional Terms

8.1. Impacts Resulting from Court Orders or Legislative Changes

8.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

8.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

8.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

8.3. Credits and Copyright Ownership

8.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human

Services."

8.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

8.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

8.3.3.1. Brochures.

8.3.3.2. Resource directories.

8.3.3.3. Protocols or guidelines.

8.3.3.4. Posters.

8.3.3.5. Reports.

8.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

8.4. Operation of Facilities: Compliance with Laws and Regulations

8.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

9. Records

9.1. The Contractor shall keep records that include, but are not limited to:

9.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

9.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such

costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Expanding COVID-19 Health Equity and Program Infrastructure in Community Health Centers

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 67% Federally Funded from the Social Impact Partnerships to Pay for Results Act (SIPPRA), as awarded on October 22, 2021, by the United States Department of the Treasury, CFDA21.017; and
   1.2. 33% Federally Funded from the New Hampshire Initiative to Address COVID-19 Health Disparities funds, as awarded on May 27, 2021, by the Centers for Disease Control and Prevention, CFDA 93.391, FAIN # NH75OT000031.
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a Subreceipient, in accordance with 2 CFR 200.331.
   2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-2, Budget.
4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHSContractBilling@dhhs.nh.gov, or invoices may be mailed to:

   Financial Manager
   Department of Health and Human Services
   29 Hazen Drive
   Concord, NH 03301

6. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

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8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

12. Audits

    12.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:

        12.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

        12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

        12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

    12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

    12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

    12.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless

of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

12.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1

New Hampshire Department of Health and Human Services

Contractor Name: Bi-State Primary Care Association

Budget Request for: Expanding COVID-19 Health Equity and Program Infrastructure in Community Health Centers
Project Title

Budget Period: 11/1/21-6/30/2022

Line Item	Total Program Cost			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 107,410.00	$ -	$ 107,410.00	$ 107,410.00	$ -	$ 107,410.00
2. Employee Benefits	$ 16,112.00	$ -	$ 16,112.00	$ 16,112.00	$ -	$ 16,112.00
3. Consultants	$ 30,000.00	$ -	$ 30,000.00	$ 30,000.00	$ -	$ 30,000.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 12,392.00	$ -	$ 12,392.00	$ 12,392.00	$ -	$ 12,392.00
6. Travel	$ 560.00	$ -	$ 560.00	$ 560.00	$ -	$ 560.00
7. Occupancy	$ 78,717.00	$ -	$ 78,717.00	$ 78,717.00	$ -	$ 78,717.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 35,000.00	$ -	$ 35,000.00	$ 35,000.00	$ -	$ 35,000.00
Insurance	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 5,000.00	$ -	$ 5,000.00	$ 5,000.00	$ -	$ 5,000.00
12. (1) Subcontracts/Agreements- Immunization	$ 910,000.00	$ -	$ 910,000.00	$ 910,000.00	$ -	$ 910,000.00
12. (2) Subcontracts/Agreements- ARPA	$ 1,500,000.00	$ -	$ 1,500,000.00	$ 1,500,000.00	$ -	$ 1,500,000.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -
Indirect	$ 46,397.00	$ -	$ 46,397.00	$ 46,397.00	$ -	$ 46,397.00
Meetings	$ 7,500.00	$ -	$ 7,500.00	$ 7,500.00	$ -	$ 7,500.00
	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 2,749,088.00	$ -	$ 2,749,088.00	$ 2,749,088.00	$ -	$ 2,749,088.00

Indirect As A Percent of Direct 0.0%

Contractor Initials GM

Date 11/3/2021

Exhibit C-2

New Hampshire Department of Health and Human Services

Contractor Name: Bi-State Primary Care Association

Budget Request for: Expanding COVID-19 Health Equity and Program Infrastructure in Community Health Centers
(Project Title)

Budget Period: 7/1/22-6/30/2023

Line Item	Total Program Cost			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages - FTE	$ 159,802.00	$ -	$ 159,802.00	$ 159,802.00	$ -	$ 159,802.00
2. Employee Benefits	$ 23,970.00	$ -	$ 23,970.00	$ 23,970.00	$ -	$ 23,970.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 4,174.00	$ -	$ 4,174.00	$ 4,174.00	$ -	$ 4,174.00
6. Travel	$ 560.00	$ -	$ 560.00	$ 560.00	$ -	$ 560.00
7. Occupancy	$ 81,555.00	$ -	$ 81,555.00	$ 81,555.00	$ -	$ 81,555.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 10,000.00	$ -	$ 10,000.00	$ 10,000.00	$ -	$ 10,000.00
Insurance	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 5,000.00	$ -	$ 5,000.00	$ 5,000.00	$ -	$ 5,000.00
12. (1) Subcontracts/Agreements- Immunization	$ 910,000.00	$ -	$ 910,000.00	$ 910,000.00	$ -	$ 910,000.00
12. (2) Subcontracts/Agreements- ARPA	$ 1,600,000.00	$ -	$ 1,600,000.00	$ 1,600,000.00	$ -	$ 1,600,000.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -
Indirect	$ 20,851.00	$ -	$ 20,851.00	$ 20,851.00	$ -	$ 20,851.00
Meetings	$ 5,000.00	$ -	$ 5,000.00	$ 5,000.00	$ -	$ 5,000.00
	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 2,820,912.00	$ -	$ 2,820,912.00	$ 2,820,912.00	$ -	$ 2,820,912.00

Indirect As A Percent of Direct 0.0%

Contractor Initials GM

Date 11/3/2021

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name:

11/3/2021
Date

DocuSigned by:
Georgia Maheras
Name: Georgia Maheras
Title: VP, Policy and Strategy

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name:

11/3/2021
Date

DocuSigned by:
Georgia Maheras
Name: Georgia Maheras
Title: VP, Policy and Strategy

New Hampshire Department of Health and Human Services
Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials GM

Date 11/3/2021

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

11/3/2021
Date

DocuSigned by:
Georgia Maheras
Name: Georgia Maheras
Title: VP, Policy and Strategy

GM
Contractor Initials

11/3/2021
Date

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

DS GM

Contractor Initials _____

Date 11/3/2021

New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

11/3/2021
Date

DocuSigned by:
Georgia Maheras
Name: Georgia Maheras
Title: VP, Policy and Strategy

Exhibit G
Contractor Initials GM
Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections
6/27/14
Rev. 10/21/14
Page 2 of 2
Date 11/3/2021

New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

11/3/2021
Date

DocuSigned by:
Georgia Maheras
Name: Georgia Maheras
Title: VP, Policy and Strategy

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Bi-State Primary Care Association
The State by:	Name of the Contractor
Patricia M. Tilley	Georgia Maheras
Signature of Authorized Representative	Signature of Authorized Representative
Patricia M. Tilley	Georgia Maheras
Name of Authorized Representative	Name of Authorized Representative
Director	VP, Policy and Strategy
Title of Authorized Representative	Title of Authorized Representative
11/3/2021	11/3/2021
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

DocuSigned by:
Georgia Maheras

11/3/2021
Date

Name: Georgia Maheras
Title: VP, Policy and Strategy

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Contractor Initials

11/3/2021
Date

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 939836698

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov